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MEMORANDUM

To: Engineering Department
From: John R. Keilty, Esquire
Re: Post Office Square
Acton, Massachusetts
Date: February 18, 2014

You have asked what rights the applicant has in the existing stormwater management system at the Acton Technology Park.

The applicant has contracted to purchase the land shown as Lot 2 on a plan entitled, "Definitive Plan of Acton Technology Park in Acton, MA." dated August 3, 1983, revised November 22, 1983, prepared by Acton Survey & Engineering, Inc. and recorded at the Middlesex South District Registry of Deeds in Book 15931, Page 567 from Mark Brooks, Trustee, the seller.

The Deed to Mark Brooks, Trustee and subsequently the Deed to the applicant has the benefit and burden of easements, restrictions and reservations of record, including also the terms and provisions of the Declaration of Trust of Acton Technology Park Real Estate Trust dated December 19, 1984 recorded in Book 15931, Page 563.

The Trust has as its Beneficiaries the owners of Lots 1 – 7 on the plan hereinbefore referenced and through a Declaration of Easements and Agreements recorded in Book 15931, Page 575, the owner of Lot 2 gains access, drainage and utility easements to a retention facility located on Lot 5.

This same instrument also obligates the applicant to maintain the same in concert with the other owners.

JOHN E. BOGARDY, JR. - 21.5 22.156
AUG 21, 1982 13/13/1982

Grand Village - Newark 10/1/83
Mound 11/1/83

Dinner 11/1/83 and 12/12/83
John & Mary
John & Mary

AUGUST 3, 1983
SCALE: 1 INCH = 40 FEET
ACTON SURVEY & ENGINEERING, INC.
277 CENTRAL ST. ACTON, MASS.



REVISED NOV. 22, 1965

ALL TARGET DEMOGRAPHIC DATA SUBMITTED UNDER THE SUBMISSION RULES AND ELIGIBILITY CRITERIA WILL BE USED FOR ACTION, RESEARCH AND ANALYTICAL PURPOSES. THE ORGANIZATION MAY AND SHOULD COMPLY WITH THE SPECIAL REQUESTED PREFERENCES UTILITIES, LAWYERS AND RESTRICTED CIRCUMSTANCES WILL NOT BE APPLIED. THE APPLIED STATUS, UNLESS A WAIVER IS SPECIFICALLY APPROVED BY THE BOARD ON METHODS.

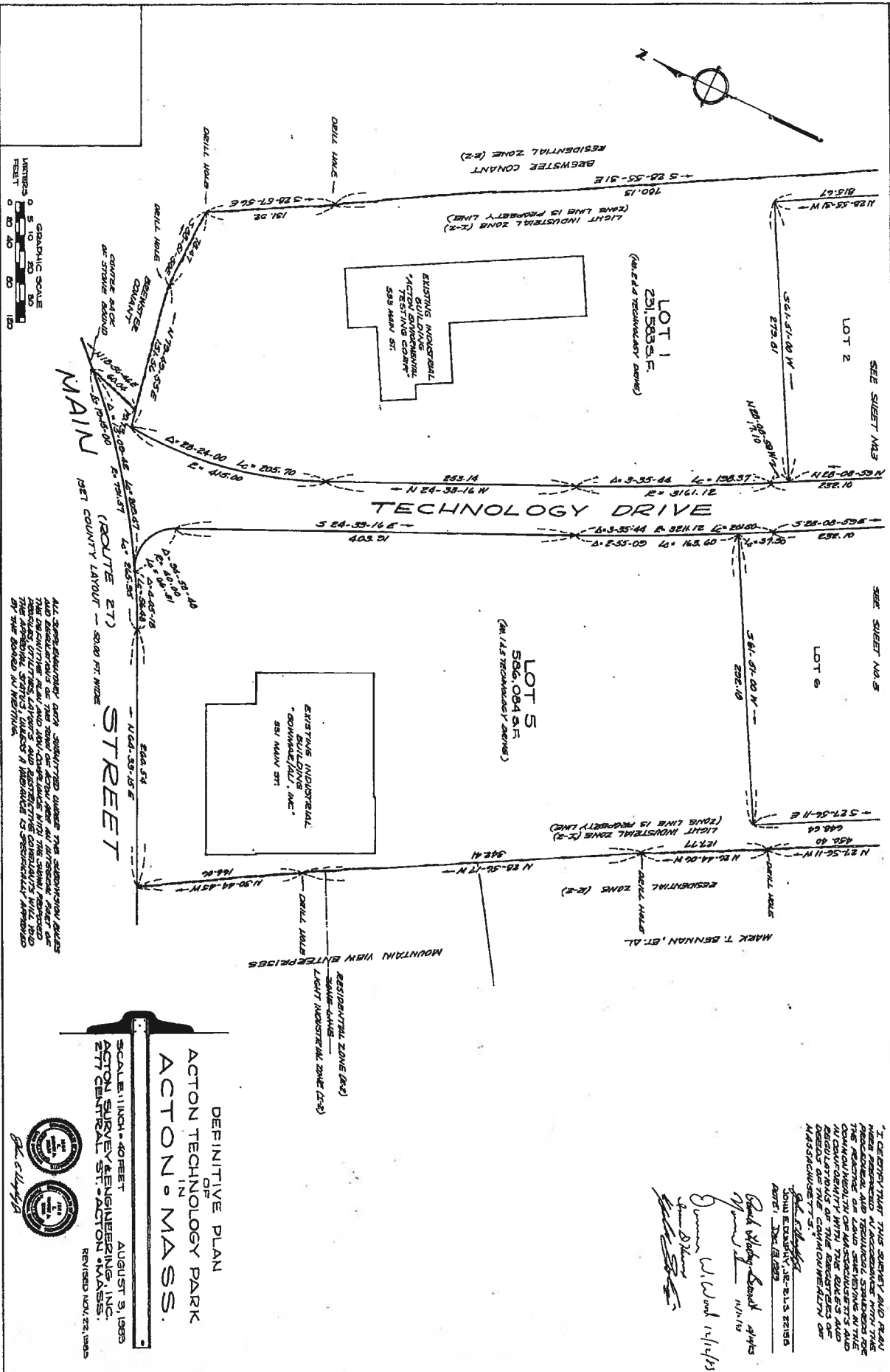


1544-245

FILE NO. 1683

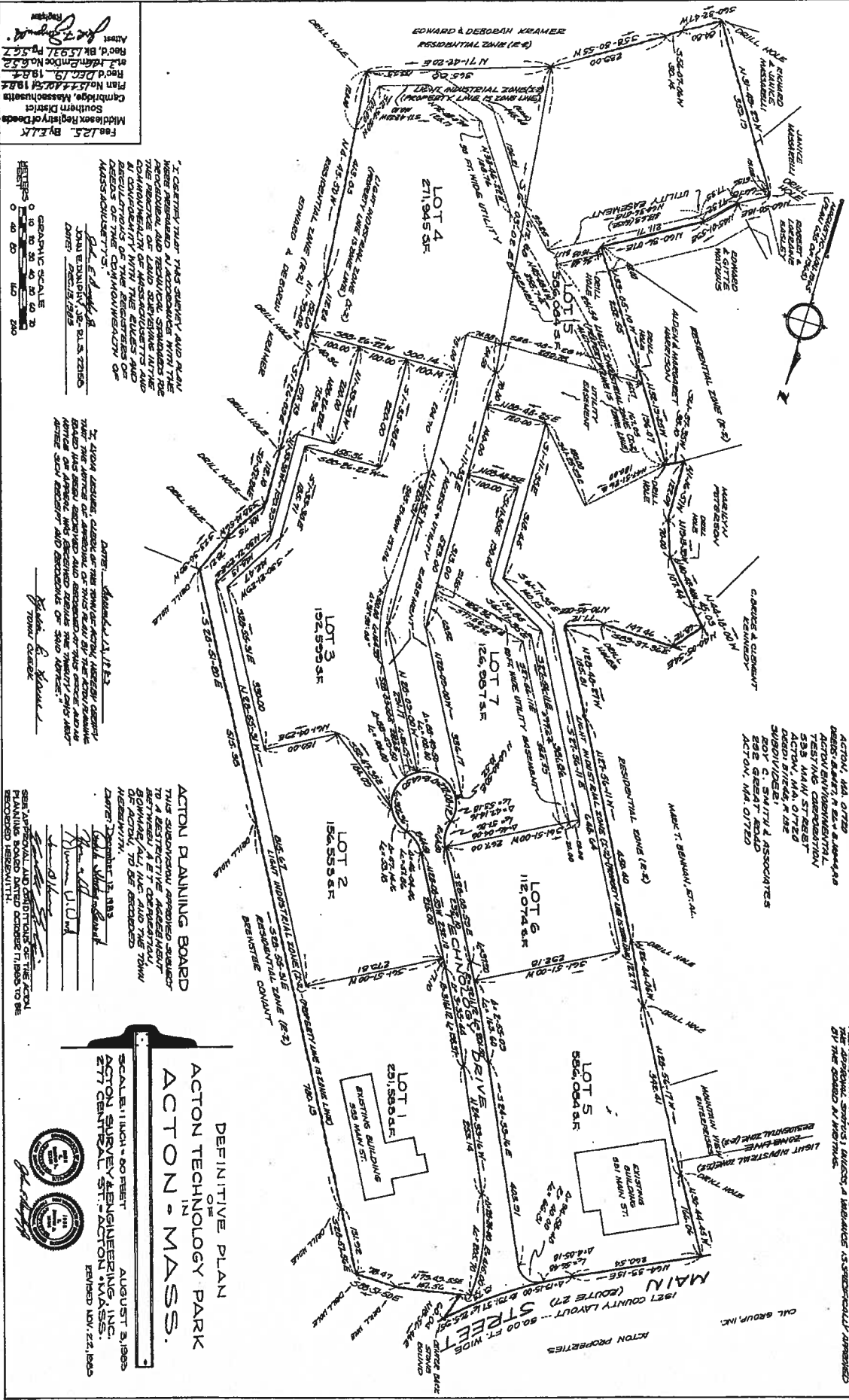
154419

PLAN NUMBER/54-473057-1984
PERSONNEL BOOK/5931 PAGE 562



NOTE: SHEETS 1-4 TO BE REVIEWED IN MAJOR-SECT SOUTH DISTRICT RECORDS OF RECORDS. SHEETS 5-16 OF FILE WITH THE ACTON PLANNING BOARD.

ALL SUBMITTALS MUST BE SUBMITTED UNDER THE SUBMITTAL RULES AND REGULATIONS OF THE TOWN OF ACTON, MASS. AND THE ACTON PLANNING BOARD. THE TOWN OF ACTON, MASS. AND THE ACTON PLANNING BOARD ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE SUBMITTER. THE SUBMITTER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE SUBMITTER.



I, CERTIFY THAT THIS SURVEY AND PLAN WAS MADE IN ACCORDANCE WITH THE ACTON PLANNING BOARD AND TECHNICAL STANDARDS FOR THE RECORD AND LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS AND IN ACCORDANCE WITH THE ACTON PLANNING BOARD AND TECHNICAL STANDARDS FOR THE RECORD AND LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 10/13/2003
 JOHN E. DUNN, JR., P.L.S. 22000
 DUNN & ASSOCIATES, INC.

THE ACTON PLANNING BOARD, COMMISSIONER OF THE TOWN OF ACTON, MASSACHUSETTS, HAS REVIEWED AND APPROVED THIS SURVEY AND PLAN AND HAS ISSUED A RESOLUTION TO THAT EFFECT. THE ACTON PLANNING BOARD, COMMISSIONER OF THE TOWN OF ACTON, MASSACHUSETTS, HAS REVIEWED AND APPROVED THIS SURVEY AND PLAN AND HAS ISSUED A RESOLUTION TO THAT EFFECT.

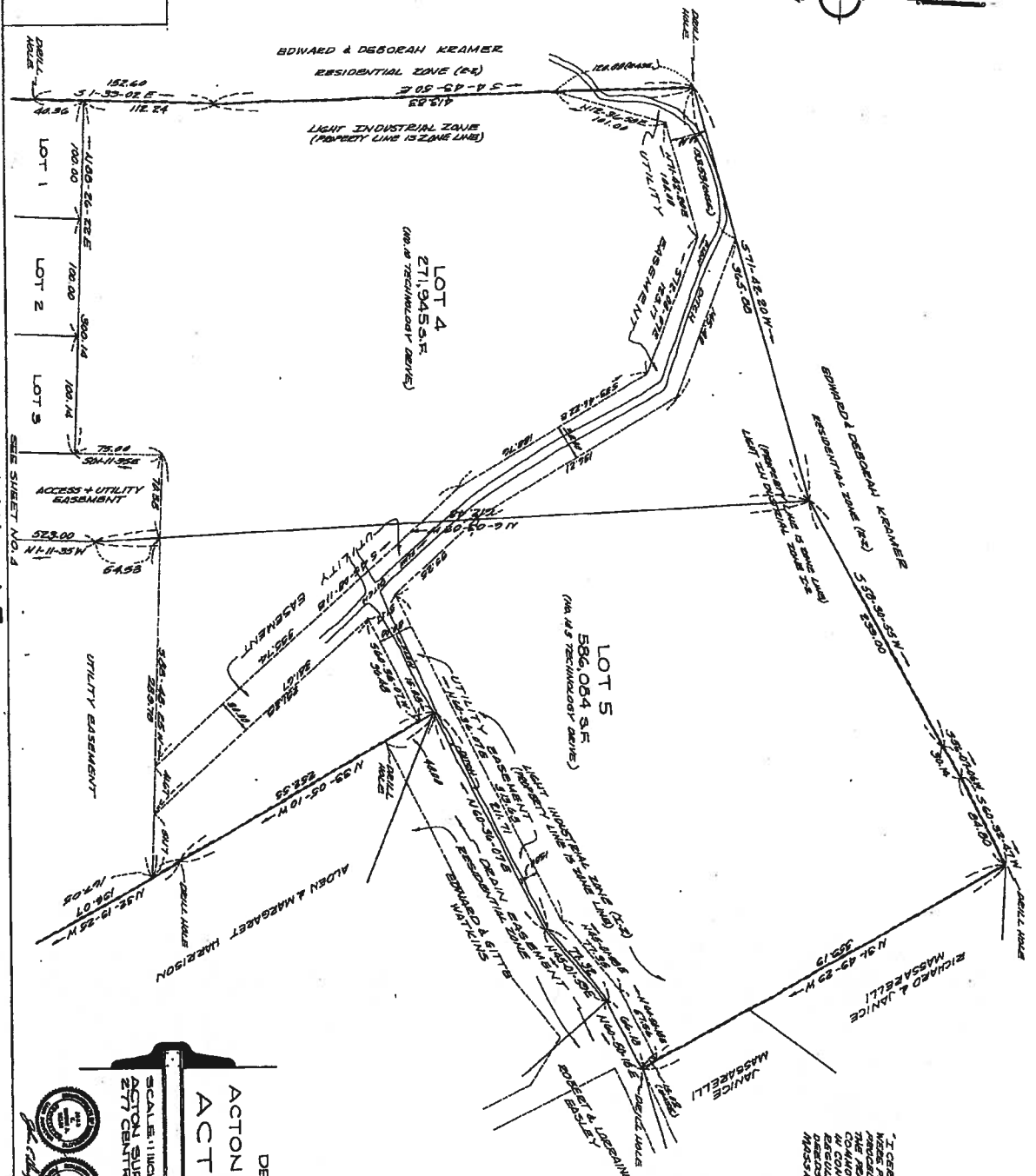
DATE: 10/13/2003
 JOHN E. DUNN, JR., P.L.S. 22000
 DUNN & ASSOCIATES, INC.

ACTION PLANNING BOARD
 THIS SUBMITTAL APPROVED SUBJECT TO A RESTRICTIVE AGREEMENT BETWEEN A ET AL. AND THE TOWN OF ACTON, MASS. AND THE ACTON PLANNING BOARD.

DATE: 10/13/2003
 JOHN E. DUNN, JR., P.L.S. 22000
 DUNN & ASSOCIATES, INC.

DEFINITIVE PLAN
 OF
 ACTON TECHNOLOGY PARK
 IN
 ACTON, MASS.

SCALE: 1/4" = 60 FEET
 AUGUST 3, 1999
 ACTON SURVEY & ENGINEERING, INC.
 277 CENTRAL ST., ACTON, MASS.
 REVISED NOV. 22, 1999



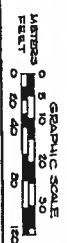
I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE MASSACHUSETTS LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF LAND SURVEYING AND MAPPING, AND THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF MASSACHUSETTS.

DATE: 11/22/93

Paul W. Bond
James W. Bond
W. B. Bond

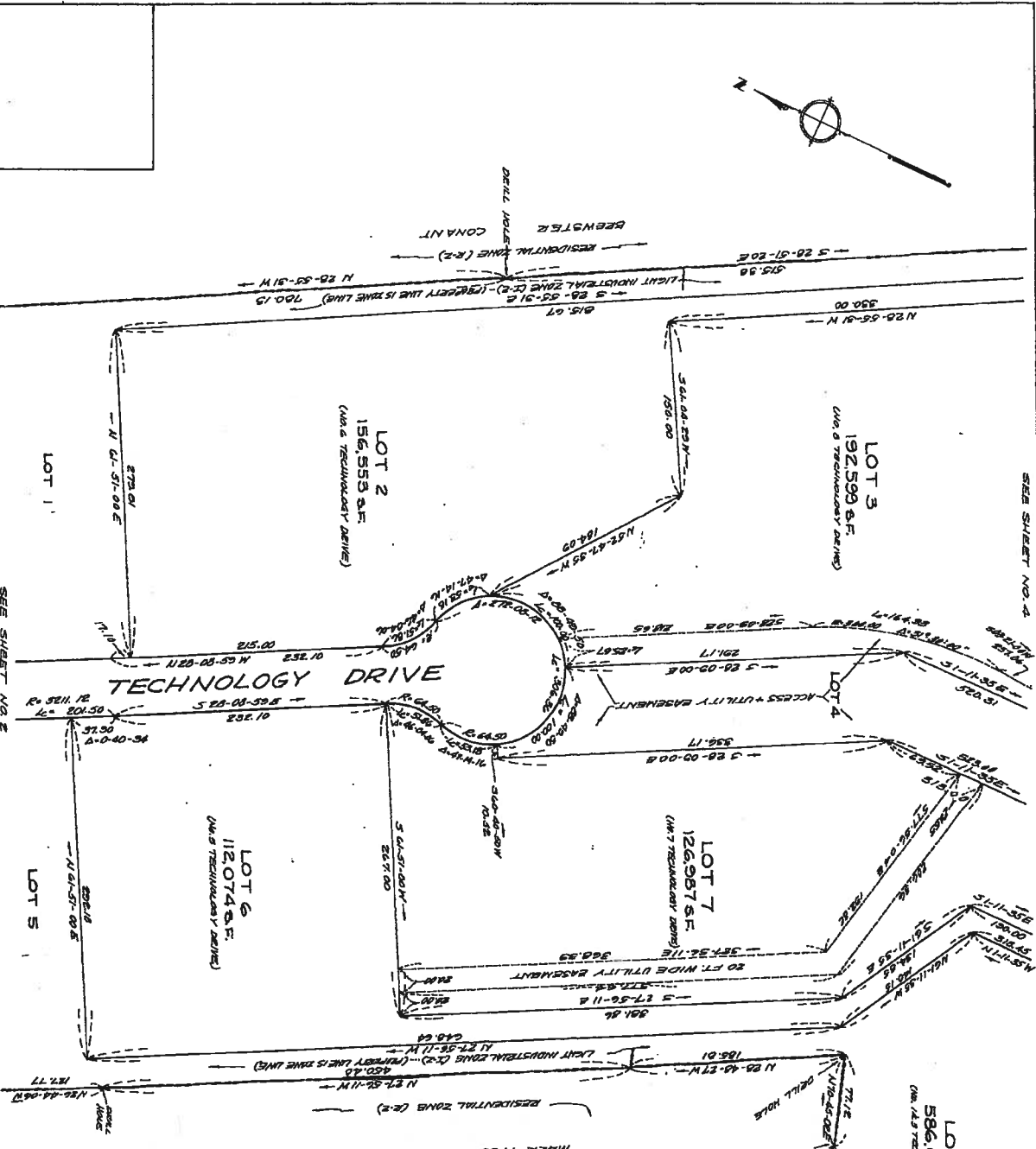
DEFINITIVE PLAN OF ACTON TECHNOLOGY PARK IN ACTON, MASS.

SCALE: 1"=40 FEET
 AUGUST 21, 1993
 ACTION SURVEY & ENGINEERING, INC.
 277 CENTRAL ST. ACTON, MASS.
 REVISED NOV. 22, 1993



FILE NO. 1605

154-345



**DEFINITIVE PLAN
 OF
 ACTON TECHNOLOGY PARK
 IN
 ACTON, MASS.**

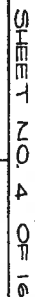
SCALE: 1 INCH = 40 FEET
 AUGUST 8, 1983
 ACTON SURVEY & ENGINEERING, INC.
 277 CENTRAL ST., ACTON, MASS.
 REVISED NOV. 22, 1983

GRAPHIC SCALE
 METERS 0 5 10 20
 FEET 0 50 100 200

"I CERTIFY THAT THIS SURVEY AND PLAN
 WERE PREPARED IN ACCORDANCE WITH THE
 PROFESSIONAL AND TECHNICAL STANDARDS FOR
 SURVEYING AND ENGINEERING PRACTICE
 ESTABLISHED BY THE BOARD OF SURVEYING
 AND ENGINEERING IN THE COMMONWEALTH OF
 MASSACHUSETTS AND IN CONFORMANCE WITH THE RULES AND
 REGULATIONS OF THE REGISTERED OF
 LANDS OF THE COMMONWEALTH OF
 MASSACHUSETTS."

John E. Murphy, Jr.
 JOHN E. MURPHY, JR., P.L.S. 22300
 DATE: 10/28/83

David W. Murphy
 David W. Murphy, P.L.S.
 DATE: 11/14/83



Good Village School, NYC
 Received 12/12/63
 James W. Wood 12/11/63
 from Orlene
 W. Wood

DEFINITIVE PLAN
OF
ACTON TECHNOLOGY PARK
ACTON, MASS.
IN

SCALE: 1/16" = 1'-0" PER FT
ACTON SURVEY & ENGINEERING, INC.
277 CENTRAL ST. - ACTON - MASS.
REVISED NOV. 22, 1985

AUGUST 5, 1985

GRAPHIC SCALE
1" = 10' 20' 30' 40'

0 20 40 60 80 100

12

DECLARATION OF TRUST

ACTON TECHNOLOGY PARK REAL ESTATE TRUST

The undersigned, ROY C. SMITH of Acton, Middlesex County, Massachusetts, hereby declares that any and all property and interest in property that may be acquired hereunder ("the Trust Estate"), shall be held in trust for the sole benefit of the Beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustee" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

1. BENEFICIARIES The term "Beneficiaries" wherever used herein shall mean the record owners, from time to time, of Lots 1 through 7 on Technology Drive in Acton, Middlesex County, Massachusetts, shown on a plan entitled, "Definitive Plan of Acton Technology Park in Acton, Mass.", Scale 1 Inch = 80 Feet, August 3, 1983, Revised November 22, 1983, Acton Survey & Engineering, Inc., Sheet 1 of 16, File No. 1683, to be recorded herewith in the Middlesex South District Registry of Deeds. Each such Lot owner will hold an undivided one seventh (1/7) interest in the Trust. The beneficial interests hereunder are part of each of the above lots and are not divisible therefrom. Any Trustee may without impropriety, become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he were not a Trustee.

2. NAME OF TRUST The trust hereby established may be referred to as ACTON TECHNOLOGY PARK REAL ESTATE TRUST.

3. POWERS OF TRUSTEE The Trustee shall hold and preserve the Trust Estate for the benefit of the Beneficiaries. Except as otherwise expressly provided herein, the Trustee shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as and to the extent specifically directed by all the Beneficiaries, the Trustee shall buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate, and borrow money and execute and deliver notes or other evidences of such borrowings, and grant and acquire rights and easements and enter into agreements or arrangements with respect to the Trust Estate. The Trustee may without the direction of the Beneficiaries open, maintain, and, at will, close out any

checking and savings accounts in any bank, banks, trust companies, federal savings and loan associations, and other banking, lending or other financial institutions; and the Trustee may deposit funds and other assets of the Trust in such institutions and may disburse such funds on checks signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do, and may withdraw such funds and other assets on instruments of withdrawal signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do. Each such institution shall honor all checks and other instruments signed by such person or persons authorized by the Trustee so to sign; and such institutions may rely fully on the Trustee's signed authorization so to do, so filed by the Trustee with said institution. In addition, the Trustee shall without the direction of all the Beneficiaries, when requested by any Beneficiary, execute and deliver certificates as to any outstanding payment due from that Beneficiary and to the absence or presence of a lien on the Lot of that Beneficiary pursuant to the Declaration of Easements and Agreements. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time including periods extending beyond the date of any possible termination of the Trust; and the execution of all contracts, and all other instruments relating to the Trust Estate, or any part thereof, by one Trustee shall always be sufficient. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction.

4. MAINTENANCE OF TRUST ESTATE Without limiting the provisions of paragraph 3, after the completion of Technology Drive and related utility systems, as evidenced by a release of the Acton Planning Board Restrictive Covenants for Technology Drive, recorded herewith, the Trustee shall maintain, repair, reconstruct and rebuild the Trust Estate and execute all agreements and instruments necessary thereto and take any other actions in connection therewith upon the direction of the holders of at least 66 2/3 percent of the beneficial interest of the Trust. All such work shall be undertaken in compliance with law, in a good and workmanlike manner and in accordance with good engineering practice, using first quality materials, and at the sole cost and expense of the Beneficiaries.

5. TERMINATION OF TRUST The Trust may be terminated at any time by the holders of 66 2/3 percent of the beneficial interest of the Trust by notice in writing to the Trustee and the other Beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed

and acknowledged by the Trustee hereunder shall be recorded in the Registry of Deeds; and the Trust shall terminate in any event twenty (20) years after the death of the original Trustee above named. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any contracts or other encumbrances thereon, to the Beneficiaries as tenants in common in proportion to their respective interests.

6. RESIGNATION & DEATH OF TRUSTEE - SUCCESSOR

TRUSTEE Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded in the Registry of Deeds. Any Trustee may be removed by the vote of the holders of 66 2/3 percent of the beneficial interest of the Trust. Succeeding Trustees to fill a vacancy caused by removal, resignation or death will be appointed by an instrument or instruments in writing signed by the Beneficiaries holding at least 66 2/3 percent of the beneficial interest in the Trust, provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed, and the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the appointment of any succeeding Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as the original Trustee hereunder. No Trustee shall be required to furnish bond.

7. TRUST AMENDMENT This Declaration of Trust may be amended from time to time by an instrument in writing signed by the holders of 66 2/3 percent of the beneficial interest of the Trust and the Trustee and acknowledged by the Trustee or by one or more of such Beneficiaries, provided in each case that the instrument of amendment shall be recorded in the Registry of Deeds.

8. LIABILITY - CONCLUSIVE AUTHORITY OF TRUSTEE No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. Every agreement, or other instrument or document executed or action taken by the sole Trustee or a majority of the persons appearing of record to be Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the Trustee's execution and delivery thereof or taking of such action was duly authorized,

empowered and directed by the Beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be the Trustee hereunder as to who is or are the Trustee or the Beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the trust.

9. DEFINITION - REGISTRY OF DEEDS. The term "Registry of Deeds" shall mean the Middlesex South District Registry of Deeds, provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office.

WITNESS the execution hereof under seal by the undersigned this 19 day of December, 1984.

Roy C. Smith
Roy C. Smith

Commonwealth of Massachusetts
County of Middlesex

There personally appeared before me ROY C. SMITH and acknowledged the foregoing to be his free act and deed.

Richard M. Gifford
Notary Public RICHARD M. GIFFORD
My commission expires: 12-30-85

12/19/84 9 31 4 7 TR 455 RE 1200

DECLARATION OF EASEMENTS AND AGREEMENTS

This Declaration of Easements and Agreements ("Declaration") is made as of the 19th day of December, 1984, by ROY C. SMITH, trustee of Acton Technology Park Real Estate Trust under a Declaration of Trust of even date herewith and filed with the Middlesex South District Registry of Deeds herewith (said Trustee, together with his successors and assigns, being hereinafter called the "Trust"), and being the Owner of all Parcels in the Park, all as hereinafter defined.

WITNESSETH:

WHEREAS, the Trust is the owner of record of a certain tract of land (the "Park"), together with the buildings and other improvements thereon, situated on Main Street and Technology Drive, in the Town of Acton, Middlesex County, Massachusetts, as shown on a plan entitled "Definitive Plan of Acton Technology Park in Acton, Mass.", August 3, 1983, Revised November 22, 1983, Acton Survey & Engineering, Inc., Sheet 1 of 16, recorded herewith in the Middlesex South District Registry of Deeds (the "Plan"); and

WHEREAS, the Trust has caused the Park to be subdivided into seven (7) development parcels, shown as Lots 1 through 7 on the Plan (each of said Lots singly being hereinafter referred to as a "Parcel" and collectively as the "Parcels") and each of which Parcels has frontage on "Technology Drive" shown on the Plan, a private way (each of the owners of record from time to time of Technology Drive and each of the Parcels, being hereinafter referred to as an "Owner" and collectively as the "Owners");

WHEREAS, in recognition and anticipation of separate conveyances of the Parcels, the Trust desires to provide for the construction and maintenance of Technology Drive and to establish easements for access and for utility purposes for the benefit of the Parcels;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust hereby declares and establishes the following, with the same effect as if all of said Parcels were now in separate ownership and the respective Owners thereof had each executed, acknowledged and delivered this Declaration:

RCS

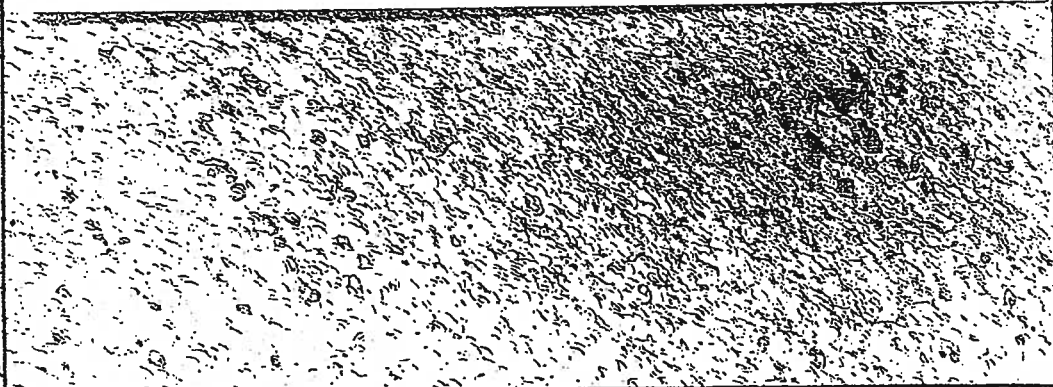
1. Technology Drive, Etc.; Access, Utilities. The Trust hereby grants to each Owner, as appurtenant to each of the Parcels, the perpetual, non-exclusive right and easement, in common with themselves and other Owners, to use Technology Drive for ingress and egress to and from such Parcel on foot and by vehicle and for all purposes for which public ways may now or hereafter be used in the Town of Acton. Such purposes shall include, but not be limited to, the right to install, use, maintain, repair and replace pipes, wires, conduits and other facilities for electric, telephone, water, sewer and drainage systems and other utilities now or hereafter necessary or appropriate for the development or use of such Parcel. The Trust reserves, however, the fee in Technology Drive and the right, on behalf of the Owners of all of the Parcels, at any time to dedicate, and/or to consent to and waive damages for takings by easement and/or in fee of, any or all of Technology Drive as a public way.

2. Other Easements; Drainage, Slope. The Trust hereby declares and grants the following rights and easements (all references to "Lots" shall mean such lots as shown on the Plan):

(a) Lot 7 to Lot 6. The Owner of Lot 7 grants to the Owner of Lot 6, as appurtenant to Lot 6, the perpetual right and easement to install, use, maintain, repair and replace pipes, conduits and other facilities for surface water drainage now or hereafter necessary or appropriate for the use of Lot 6 within that area of Lot 7 marked '20 FT. WIDE UTILITY EASEMENT.'

(b) Lots 3, 4 & 5 to Technology Drive and Other Lots. The Owners of Lot 3, Lot 4 and Lot 5 grant to the Trust and the other Owners of the Parcels, as appurtenant to Technology Drive and each of the Parcels, the perpetual, non-exclusive right and easement, in common with the Trust and the other Owners of the Parcels, to install, use, maintain, repair and replace the surface water drainage system serving Technology Drive and the Parcels consisting of (i) pipes, conduits and related facilities in that area of Lot 3 and Lot 4 marked 'ACCESS & UTILITY EASEMENT' and in that area of Lot 5 marked 'UTILITY EASEMENT' and shown on the Plan as bounded by other land of Lot 5, Lot 4, Lot 6, other land of Lot 5 and land owned by Alden & Margaret Harrison, and (ii) a retention pond and other related facilities in said area of Lot 5 marked 'UTILITY EASEMENT.'

(c) Lots 3 and 4 to Lots 3, 4 and 5. The Owners of Lot 3 and Lot 4 hereby grant to the Owners of Lot 3, Lot 4 and Lot 5, as appurtenant to each of Lot 3, Lot 4 and Lot 5, the perpetual, non-exclusive right and easement, in common with



themselves and the other Owners of Lot 3, Lot 4 and Lot 5, to use that portion of Lot 3 and Lot 4 marked 'ACCESS & UTILITY EASEMENT' for ingress and egress to and from Lot 3, Lot 4 and Lot 5 on foot and by vehicle and for all purposes for which public ways may now or hereafter be used in the Town of Acton. Such purposes shall include, but not be limited to, the right to install, use, maintain, repair and replace pipes, wires, conduits and other facilities for electric, telephone, water, sewer and drainage systems and other utilities now or hereafter necessary or appropriate for the development or use of such Parcels.

(d) Lots 4 and 5 to Technology Drive and Other Lots. The Owners of Lot 4 and Lot 5 hereby grant to the Trust and the other Owners of the Parcels, as appurtenant to Technology Drive and each of the Parcels, the perpetual non-exclusive right and easement, in common with others entitled thereto, to use and maintain for the purpose of drainage of surface water that area of Lot 4 and Lot 5 marked '30 FT. WIDE UTILITY EASEMENT' and that area of Lot 5 marked 'UTILITY EASEMENT' and shown on the Plan as bounded by said '30 FT. WIDE UTILITY EASEMENT', other land of Lot 5, lands owned by Janice Massarelli and by Robert & Lorraine Easely and by Edward & Gitte Watkins, and by other land of Lot 5. The Owners of Lot 4 and Lot 5 agree that they shall not obstruct the natural flow of surface water in such areas.

(e) General. All work and construction necessary in connection with the above described easements shall be undertaken in compliance with law, in a good and workmanlike manner and in accordance with good engineering practice, using first quality materials. The Owners benefitted by the above described easements, their agents and/or contractors may enter upon the relevant easement area to the extent necessary to undertake such work and construction (including both initial construction and maintenance) and shall upon completion restore such easement area to as nearly as practicable its condition prior to such entry; provided, however, that nothing shall require the restoration of structures or improvements placed thereon without the consent of the Owner benefitted by such easement.

3. Construction, Maintenance; Reimbursement. The Trust may construct, but shall not be required to construct, Technology Drive. In any event, however, the Trust shall consent to the construction of Technology Drive, including utilities, lighting and landscaping, in accordance with the Approval and Conditions of the Acton Planning Board dated October 17, 1983, recorded herewith, and the Restrictive Agreement between Acton Environmental Testing Corporation, Bowmar/ALI, Inc. and the Town of Acton, also recorded herewith, provided that the Trust shall not be required to

bear the cost and expense of such construction. After the construction of Technology Drive and related utilities, lighting and landscaping has been completed by the Trust or others, the Trust shall undertake and/or contract for any necessary work for the maintenance, repair and/or replacement and for plowing and sanding of Technology Drive (including any of such facilities for utilities and the lighting and landscaping located therein) and/or for any maintenance of drainage and/or slopes and grades, now existing or proposed, not located within Technology Drive to the extent such systems, slopes and grades are used in connection with Technology Drive, all at the sole cost and expense of the Trust. All such work and construction shall be undertaken in compliance with law, in a good and workmanlike manner and in accordance with good engineering practice, using first quality materials. The Trust and its agents and/or contractors may, so long as there is no material interference with the use of such Parcel by the Owner thereof and/or any tenants, enter upon any Parcel to the extent necessary to undertake such work and construction (including both initial construction and maintenance) and shall upon completion restore such Parcel to as nearly as practicable its condition prior to such entry.

The Trust may, in its sole discretion require the Owner of each Parcel to provide an amount of money equal to one-seventh of the cost and expense of such work and construction to be incurred by the Trust prior to the time the Trust contracts for or undertakes such work. In any event, after completion of any such work the Owner of each Parcel shall reimburse the Trust for each Parcel owned an amount equal to one-seventh of the reasonable and appropriate expenses actually incurred by the Trust in connection with the work, except, however, that notwithstanding anything to the contrary in this paragraph, if any such work is necessitated by the negligence or other fault of any Owner and/or its agents, employees, contractors, tenants or any others claiming under it, such Owner shall be solely responsible for and shall bear all such expenses for such work without reimbursement from any other Owners. Any payments to the Trust required hereunder shall be due within thirty (30) days after receipt by any Owner of notice that payment is required, which notice shall include photocopies of paid invoices or other appropriate evidence of all of such expenses for such work. In the event an Owner fails to pay the amounts described above and such failure continues for thirty (30) days after written notice of such failure to pay has been given by the Trust to an Owner, then such Owner will be in default of the terms hereof and such unpaid amount will be a lien on the Parcel of such Owner and the Trust will be able to enforce such obligations by any and all appropriate legal proceedings. A

defaulting Owner agrees to reimburse the Trust for all reasonable costs and fees, including attorney fees, incurred by the Trust in enforcing the obligations hereunder. At any time so requested, the Trust is authorized to execute and deliver certificates as to any outstanding payment due from an Owner and the absence or presence of a lien hereunder.

4. Successors and Assigns; Mortgagees. Except as otherwise expressly provided herein, the provisions of this Declaration shall inure to the benefit of and be binding upon only the Owner from time to time of Technology Drive and of each Parcel and its successors and assigns; notwithstanding anything in this Declaration to the contrary, no Owner shall have any liability or obligation hereunder as to matters arising after ceasing to be the Owner of any particular Parcel. Any mortgagee and its successors and assigns, as purchasers at a foreclosure sale or otherwise, shall, upon taking title to a Parcel by foreclosure deed or deed in lieu of foreclosure, but not before, be and become an Owner and shall thereafter have the rights previously conferred upon, and become subject to the obligations thereafter arising of, the prior Owner of such Parcel as mortgagor.

5. Amendments. Each Owner agrees not to withhold or delay unreasonably its agreement to any amendments to this Declaration from time to time requested by any other Owner or any mortgagee of any Parcel except, however, that no Owner shall be obligated to enter into any amendment which would have a materially adverse effect upon the rights, interests and privileges of such Owner under this Declaration.

6. Notices. Any notice required or permitted to be given under this Declaration shall be in writing and mailed postage prepaid by registered or certified mail, return receipt requested, in the case of the Trust to Roy C. Smith, Trustee of Acton Technology Park Real Estate Trust, 292 Great Road, Acton, MA 01720 and in the case of any other Owner, to the mailing address specified in the deed of the subject Parcel or to such other address as the Trust or any other Owner may from time to time specify by like notice to all other Owners of the Parcels, with a copy in each case to any mortgagee of each Parcel as from time to time identified by like notices to all such other Owners.

BK 15931 PG 580

IN WITNESS WHEREOF, the Trust, for itself and all future Owners, has executed these presents under seal as of the day and year first above written.

ACTON TECHNOLOGY PARK REAL
ESTATE TRUST

By Roy C. Smith
Roy C. Smith, Trustee

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

December 19, 1984

Then personally appeared the above-named Roy C. Smith and acknowledged the foregoing instrument to be his free act and deed as trustee as aforesaid, before me,

Ronald M. Carter

Notary Public Ronald M. Carter
My Commission expires: 12-31-85